

A Division of American International Companies\*

## NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270 (212) 770-7000

(a capital stock company, herein referred to as the Company)

## MASTER APPLICATION FOR BLANKET ACCIDENT INSURANCE POLICY

Application is hereby made for a plan of accident insurance based on the following statements and representations:

## 1. Identification of Policyholder:

Name of Policyholder: Montana University System

Address of Policyholder: 1625 11th Avenue, Helena, MT 59620

Policy Number: SRG 0009101124

## 2. Classification of Eligible Persons:

Class Description of Class

I All Volunteers of the Policyholder.

Number of Eligible Persons: To Be Determined

## 3. **Policy Coverage:**

#### A. Covered Activities:

While participating in Policyholder sponsored and supervised Volunteer activities; while traveling directly to or from the activity and home; while traveling with a Policyholder supervised group in connection with such activities.

### B. Benefit Schedule:

### **CLASS I**

#### **Accidental Death Benefit**

Maximum Amount: \$10,000

## **Accidental Dismemberment Benefit**

Maximum Amount: \$10,000

## **Accident Medical Expense Benefit**

Maximum Amount: \$50,000 Deductible: \$100 per accident

Dental Maximum: \$250 per tooth per accident

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

## C. Policy Riders and/or Endorsements:

The following Riders and/or Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

emiums:		
C11699DBG C11704DBG	Accident Medical Expense Benefit Excess Benefits with Integrated Deductible	1 1
FORM NO.	DESCRIPTION	CLASS(ES)

4. Premiums:

It is understood and agreed that the premium shall be \$8,793.40 per year.

Such premiums are due and payable in the following manner: Yearly, on the policy effective date.

5. **Policy Effective Date:** July 23, 2003

6. **Policy Termination Date:** July 23, 2004

Signed for the Policyholder						
Title						
Date			 	 		

Signed by Licensed Resident Agent (Where Required by Law)

## NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270 (212) 770-7000

(a capital stock company, herein referred to as the Company)

Policyholder: Montana University System Policy Number: SRG 0009101124

## **BLANKET ACCIDENT INSURANCE POLICY**

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Classification of Eligible Persons section of the Master Application. This Policy provides accident insurance to Insureds while they are participating in Covered Activities.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy.

This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

This Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy:

President Secretary

Non-Participating Policy

PLEASE READ THIS POLICY CAREFULLY.

## **TABLE OF CONTENTS**

Definitions	4
Policy Effective and Termination Dates	4
Insured's Effective and Termination Dates	4
Premium	5
Benefits	6
Maximum Amount	
Reduction Schedule	
Accidental Death Benefit	
Accidental Dismemberment Benefit	6
Exposure and Disappearance	7
Limitations	8
Limitations on Multiple Benefits	
Exclusions	9
Claims Provisions	10
General Provisions	11

#### **DEFINITIONS**

Any capitalized terms in the Policy, Master Application, and any riders, amendments, or other attached papers are to be given the meanings as ascribed in this section or as later defined.

**Benefit Schedule** - means the Benefit Schedule section of the Master Application.

**Covered Activity (ies) -** means those activities set out in the Covered Activities section of the Master Application, with respect to which Insureds are provided accident insurance under this Policy.

**Injury** - means bodily injury caused by an accident that: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of all other causes in a covered loss.

**Insured** - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this Policy.

**Immediate Family Member** - means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Physician** - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

#### POLICY EFFECTIVE AND TERMINATION DATES

**Effective Date.** This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Termination Date.** This Policy may, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the Policy Termination Date shown in the Master Application. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

#### INSURED'S EFFECTIVE AND TERMINATION DATES

**Effective Date.** An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

A change in an Insured's coverage under this Policy due to a change in his or her eligible class or Covered Activity becomes effective on the later of: (1) when the change in his or her eligible class or Covered Activity occurs; or (2) if the change requires a change in premium, the date the first changed premium is paid. However, a change in coverage applies only with respect to accidents that occur once the change becomes effective.

**Termination Date.** An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the end of the period for which premiums have been paid, or (3) the date the

Insured ceases to be a member of any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Master Application.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

#### **PREMIUM**

**Premiums.** Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Master Application. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any change affecting rates is made in this Policy. (Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.)

#### BENEFITS

**Maximum Amount.** As applicable to each Benefit provided by this Policy for each Insured, Maximum Amount means the amount shown as the maximum amount for that Benefit for the Insured's eligible class in the Benefit Schedule, subject to the Reduction Schedule shown below.

**Reduction Schedule**. The Maximum Amount used to determine the amount payable for a loss will be reduced if an Insured is age 70 or older on the date of the accident causing the loss with respect to any of the following Benefits provided by this Policy: Accidental Death Benefit, Accidental Dismemberment Benefit. The Maximum Amount is reduced to a percentage of the Maximum Amount that would be used if the Insured were under age 70 on the date of the accident, according to the following schedule:

## AGE ON DATE OF ACCIDENT PERCENTAGE OF UNDER-AGE-70 MAXIMUM AMOUNT

70 - 74	65%
75 - 79	45%
80 - 84	30%
85 and older	15%

Premium for an Insured Person age 70 or older is based on 100% of the coverage that would be in effect if the Insured Person were under age 70.

"Age" as used above refers to the age of the Insured on the Insured's most recent birthday, regardless of the actual time of birth.

**Accidental Death Benefit.** If Injury to the Insured results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount.

**Accidental Dismemberment Benefit.** If Injury to the Insured results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Maximum Amount shown below for that Loss:

For Loss of	Percentage of Maximum Amount
Both Hands or Both Feet	
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and the Sight of One Eye	100%
One Foot and the Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
The Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	l25%

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

**Exposure and Disappearance.** If by reason of an accident occurring while an Insured's coverage is in force under this Policy, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy, the loss will be covered under the terms of this Policy.

If the body of an Insured has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured has suffered accidental death within the meaning of this Policy.

## **LIMITATIONS**

**Limitation on Multiple Benefits.** If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit.

#### **EXCLUSIONS**

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

- 1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
- 2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning.
- 3. the Insured's commission of or attempt to commit a felony.
- 4. declared or undeclared war, or any act of declared or undeclared war.
- 5. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned Premium for any period for which the Insured is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
- 6. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
  - a. riding as a passenger in any aircraft not licensed for the transportation of passengers for hire.
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
- 7. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.
- 8. the Insured being under the influence of drugs or intoxicants, unless taken under the advice of a Physician.

#### **CLAIMS PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at American International Companies®, Accident and Health Claims Division, P. O. Box 15701, Wilmington, DE 19850-5701, with information sufficient to identify the Insured, is deemed notice to the Company.

Claim Forms. The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured will be made, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

#### **GENERAL PROVISIONS**

**Entire Contract; Changes.** This Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**Incontestability.** The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**Noncompliance with Policy Requirements.** Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Conformity With State Statutes.** Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

**Workers' Compensation.** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

**Records.** The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

**Assignment.** This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

**New Entrants.** This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

several por remain premiori, indexistrate institutation are consistent and allegative or an interest and a financial portra

## NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270 (212) 770-7000

(a capital stock company, herein referred to as the Company)

Policyholder: Montana University System

Policy Number: SRG 0009101124

## ACCIDENT MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy effective July 23, 2003. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Accident Medical Expense Benefit. If an Insured suffers an Injury that, within 90 days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. This benefit is payable only for such charges incurred after the Deductible has been met and within 52 weeks after the date of the accident causing that Injury.

Covered Accident Medical Service(s) - as used in this Rider, means any of the following services:

- 1. Hospital semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room); or use of an Ambulatory Medical Center;
- 2. services of a Physician or a registered nurse (R.N.);
- 3. ambulance service to or from a Hospital;
- laboratory tests;
- 5. radiological procedures;
- 6. anesthetics and the administration of anesthetics;
- 7. blood, blood products and artificial blood products, and the transfusion thereof;
- 8. physical therapy and occupational therapy;
- 9. rental of Durable Medical Equipment;
- 10. artificial limbs, artificial eyes or other prosthetic appliances; or
- 11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.

**Ambulatory Medical Center** - as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

**Deductible** - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services that must be incurred by the Insured due to Injuries resulting from an accident before Accident Medical Expense benefits become payable due to Injuries resulting from that accident. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule. Accident Medical Expense benefits are not payable for charges applied to the Deductible.

**Durable Medical Equipment** - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

**Hospital** - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s), and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or exmembers of the armed forces.

**Medically Necessary** - as used in this Rider, means that a Covered Accident Medical Service is: (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

**Usual and Customary Charge(s)** - as used in this Rider, means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit, does not exceed the Hospital's most common charge for semi-private room and board); and (3) does not include charges that would not have been made if no insurance existed.

**Exclusions.** In addition to the Exclusions in the Exclusions section of the Policy, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for Covered Accident Medical Services do not include, any expense for or resulting from any of the following:

- 1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition.
- 2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury up to the Dental Maximum shown in the Benefit Schedule.
- new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight.
- 4. new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing.

- 5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense).
- 6. personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

President

Secretary

A Division of American International Companies

## NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270 (212) 770-7000

(a capital stock company, herein referred to as the Company)

Policyholder: Montana University System Policy Number: SRG 0009101124

## **EXCESS BENEFITS WITH INTEGRATED DEDUCTIBLE RIDER**

This Rider is attached to and made part of the Policy effective July 23, 2003. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Excess Benefits with Integrated Deductible. This Rider applies when an Insured has Accident Medical Expense coverage (herein called This Plan) under the Policy and health care coverage under one or more other Plans. When there is a basis for a claim under This Plan and another Plan, This Plan is an excess plan which has its benefits determined in excess of the benefits of the other Plan as described below, unless both: (1) the other Plan has coordination or excess benefits rules that require its benefits to be determined in excess of the benefits of This Plan; and (2) This Plan has covered the Insured longer than the other Plan has. When This Plan is an excess plan, the benefits of This Plan for any Allowable Expenses will be reduced when the sum of:

- 1. the benefits that would be payable for those Allowable Expenses under This Plan in the absence of this Rider; and
- 2. the benefits that would be payable for those Allowable Expenses under the other Plans in the absence of provisions with a purpose like that of a coordination or excess benefits provision, whether or not claim is made:

exceeds the amount of those Allowable Expenses. In that case, This Plan's benefits will be reduced so that they and the other Plans' benefits do not total more than the amount of those Allowable Expenses.

**Right to Receive and Release Needed Information.** The Company has the right to decide which facts it needs to administer this Rider. It may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts it needs to pay the claim.

Facility of Payment and Right of Recovery. If a payment made under another Plan includes an amount that should have been paid under This Plan, the Company may pay that amount to the organization making that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services. If the amount of the payments made by the Company is more than it should have paid under this Rider, it may recover the excess from the persons it has paid or for whom it has paid, insurance companies or other organizations.

**Plan -** as used in this Rider, means any of the following group, group-type (such as, but not limited to, franchise or blanket), family or individual coverages which provide benefits or services for, or because of, health care: (1) insurance policies; (2) subscriber contracts; (3) uninsured arrangements; (4) coverage through health maintenance organizations and other prepayment, group practice and individual practice plans; (5) medical benefits coverage in automobile "no-fault" and traditional automobile "fault" type contracts; and (6) coverage under a governmental plan or coverage required or provided by law; but not including: (a) a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time); or (b) a plan or law when, by law, its benefits are in excess of those of any private insurance plan or other non-governmental plan.

**Allowable Expense -** as used in this Rider, means a necessary, reasonable and customary item of expense for health care when the item of expense is covered at least in part by the Policy and is covered at least in part by one or more other Plans covering the Insured. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered is both an Allowable Expense and a benefit paid, if the reasonable cash value had been charged as the cost for the service and such expense would have been covered at least in part by the Policy.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

President

Secretary

Administrative Offices 600 King Street, Wilmington, DE 19801

## Our Customer's Privacy is Important to Us

We are committed to providing individuals covered by our accident and health insurance policies (our "Customers") with topnotch products backed by top-quality customer service. While information is fundamental to our ability to do this, we recognize the great importance of keeping our Customers' non-public personal information secure. Accordingly, we, the Domestic Accident and Health Division of the American International Companies<sup>®</sup> listed below, have established practices and procedures with respect to the collection and sharing of our current and former Customers' non-public personal financial and health information ("Customer Information).

#### Information Collection

We may collect information about our Customers from enrollment forms, applications, transactions, and other interactions with us or our affiliates, as well are from credit reporting agencies and other third parties. We will collect and disclose this information only in accordance with applicable laws or regulations or in response to our Customer's request for a product or service from us. The information we gather helps us identify who our Customers are, manage our relationship with them, and develop products and services that meet their needs.

## Information Sharing

We may share Customer Information with third parties under the following circumstances:

- Affiliates: We may share Customer Information with our affiliates. These affiliates may include providers of financial services such as other insurance companies, banks, securities, broker-dealers, and insurance agents and agencies.
  They may also include affiliated non-financial entities such as marketing companies, e-commerce service providers, and companies providing administrative services.
  - We will not share our Customer's non-public personal *financial* information with our affiliates, other than transaction or experience-related information, without first providing our Customer an opportunity to direct that such information not be shared. Furthermore, we will not share our Customer's non-public personal *health* information with affiliates except as directed or authorized by our Customer.
- Non-Affiliates: We may also share Customer Information with non-affiliated companies for administrative purposes, the purposes of risk management, underwriting, to detect and prevent fraud, as directed or authorized by our Customer, or as otherwise permitted or required by law.
  - From time to time, we may also enter into joint marketing and/or service agreements to share Customer non-public personal *financial* information with non-affiliated third parties as permitted by law. These third parties may include providers of financial products or services such as insurance companies, financial institutions, and securities firms.

The types of information we may share in these circumstances include identifying information (e.g., name or address), application information (e.g., income or assets), transactional information (e.g., premium history), and/or information received from a consumer reporting agency (e.g., credit history). Because we do not share Customer Information in any other way, there is no need for an opt-out process in our privacy procedures.

#### Information Protection

We maintain physical, electronic, and procedural safeguards designed to protect Customer Information and permit only authorized insurance agents, administrators, and employees who are trained in the proper handling of Customer Information, to have access to that information.

We expect any non-affiliated third party that serves our Customers on our behalf to adhere to our privacy policy. Those third parties are legally bound to use our Customers' Information only for the purposes for which it was provided, and to not disclose it or use it in any way. These third parties are also subject to and governed by federal and state privacy laws and regulations, and we are not responsible for their misuse of information.

## **Our Customers Can Depend on Us**

We are committed to maintaining our trusted relationship with our Customers. We consider it our privilege to serve our Customers' insurance and financial needs and we value the trust they have placed in us. Our Customers' privacy is a top priority with us and thus we will continue to monitor our privacy practices in order to protect and respect that privacy and will comply with state privacy laws that require more restrictive practices than those set out in this notice.

## AIG Domestic Accident & Health Division

- National Union Fire Insurance Company of Pittsburgh, Pa. The Insurance Company of the State of Pennsylvania
- American International South Insurance Company American Home Assurance Company Illinois National Insurance Company
  - AIG Life Insurance Company American International Life Assurance Company of New York Members of American International Group, Inc.

0009.030a (3/15/02)

# SUMMARY OF THE MONTANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT AND NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS

Residents of Montana who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Montana Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for the money to pay the claims of insured persons who reside in Montana and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Association is not unlimited, however. And as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

## **IMPORTANT DISCLAIMER**

The Montana Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Montana. You should not rely on coverage by the Montana Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

COVERAGE IS NOT PROVIDED BY THE MONTANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION FOR YOUR POLICY OR CONTRACT OR ANY PORTION OF IT UNDER WHICH THE RISK IS BORNE BY YOU, THE POLICYHOLDER.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy.

This information is provided by:

Montana Life and Health Insurance Guaranty Association P.O. Box 951 Oconomowoc, WI 53066 1-877-678-1048

> State of Montana Department of Insurance Sam W. Mitchell Building P.O. Box 4009 Helena, Montana 59604-4009 (406) 444-2040 1-800-332-6148

#### SUMMARY

The state law that provides for this safety-net coverage is called the Montana Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverage, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

<u>Coverage</u>. Generally, individuals will be protected by the Montana Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity or if they hold certificates under a group life or health insurance contract or annuity, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

<u>Exclusions From Coverage</u>. Persons holding such policies or contracts are **not** protected by this Association if:

- they are not residents of the State of Montana, except under certain very specific circumstances;
- the insurer was not authorized or licensed to do business in Montana at the time the policy or contract was issued.

The Association also does **not** provide coverage for:

- persons holding policies issued by a nonprofit hospital or medical service organization (the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to assessments, or by an insurance exchange;
- any policies or contracts or any part of the policies or contracts under which the risk is borne by the policyholder;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- plans of employers, associations or similar entities to the extent they are self-funded or uninsured (that is, not insured by an insurance company, even if an insurance company administers them);
- dividends;
- experience rating credits;
- credits given in connection with the administration of a policy or contract;
- any unallocated annuity contract issued to an employee benefit plan that is protected under the Federal Pension Benefit Guaranty Corporation; and
- any portion of any unallocated annuity contract that is not issued to or in connection with a specific employee, union or association of natural persons benefit plan or a governmental lottery.

<u>Limits on Amount of Coverage</u>. The Act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Furthermore, the amounts the Association is authorized to pay are limited.

Allocated Contracts. For any one life insured, the Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits - again no matter how many policies and contracts there were with the same company, and no matter how many different types of coverage.

<u>Unallocated Contracts</u>. With respect to each individual participating in a governmental retirement plan established under sections 401, 403(b), or 457 of the Internal Revenue Code and covered by an unallocated annuity contract or with respect to the beneficiaries of each individual, if deceased, the Association will pay, in the aggregate, \$100,000 in present value annuity benefits, including surrender and withdrawal values. With respect to any one contract holder covered by any unallocated annuity contract not included in the prior sentence, the Association will pay up to \$5 million in benefits, irrespective of the number of contracts held by that contract holder.